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C O N F I D E N T I A L KUWAIT 000541

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S/CT FOR AVERILL

E.O. 12958: DECL: 05/27/2019
TAGS: PTER ENRG ASEC PGOV PINS PREL ECON KCIP KU
SUBJECT: KUWAIT DELIVERS ENERGY INFRASTRUCTURE MOU

REF: A. KUWAIT 32
1B. 08 SECSTATE 126863

Classified By: Economic Counselor Oliver John for reasons 1.4(b) and (d).).

11. (C) On May 28, Ministry of Foreign Affairs delivered to Post Kuwait's response to the proposed Memorandum of Understanding regarding establishment of a joint working group to improve protection of Kuwait's energy infrastructure, which it had received from the USG in early January. The MOU contained modifications to sections 4, 8 and 9 (see para 3 for new text). Post is transmitting by email the original Arabic and MFA English translation of the MOU via email to the desk and to S/CT.

12. (C) The primary modification to the MOU was in section 4 dealing with how costs for the working group would be borne. The new language, excerpted from the English translation provided by the MFA, states "Each party shall bear all the expenses for services provided to it by the other party," and drops any reference to Kuwaiti pre-payment as required by Section 573 of the Foreign Assistance Act.

New Text from Kuwait

13. (C) Section 4
- The JWG is to strive to meet three times per year at sites alternating between the State of Kuwait and the United States of America. The JWG is to be made up of the following:
First, the Kuwaiti Side
Represented by the High Coordination Committee for Protecting Critical Energy Infrastructure.

Section 8
- Each party shall bear all the expenses for services provided to it by the other party.

Section 9
- This Memorandum of Understanding shall enter into force on the date of receipt of the last notification in which one party notifies the other in writing, through the diplomatic channels, of its fulfillment of all the legal and internal procedures necessary for its entry into force.

This Memorandum of Understanding may be amended with the consent of the two parties. The amendments shall enter into force according to the procedures stipulated in the previous paragraph.

This Memorandum of Understanding Shall remain in force for two years, and will be renewed automatically for similar period(s), unless one of the parties notifies the other in

writing of its desire to terminate it before the passage of 6 months from the date of expiration of the initial period or any subsequent period(s).

Original U.S. Text

14. (C) Section 4

- The JWG is to strive to meet three times per year at sites alternating between the State of Kuwait and the United States of America. The JWG is to be made up of the following:

First, the Kuwaiti Side

Represented by the High Coordination Committee for protecting critical energy facilities, which includes the following:

- The Vice President of the National Security Bureau (NSB), who chairs the Kuwaiti side of the Joint Working Group.
- Two other representatives of the NSB.
- The Deputy Minister of Interior for Vital Installations Group.
- The Vice Chairman of the Oil Sector Services Company (OSSC).
- One other OSSC representative.
- The Managing Director of Kuwait National Petroleum Company (KNPC).
- One other KNPC representative.
- Two representatives from the Security Decision Follow-up Committee.

Section 8

- The State of Kuwait is to pay for all costs for services performed, equipment provided, and expenses incurred by the United States to provide the assistance specified herein, including, but not limited to, site security assessments and training, exclusive of the regular salaries and benefits of United States Government direct-hire personnel. As required by section 573 of the U.S. Foreign Assistance Act, the State of Kuwait is to make full advance payment for such assistance.

Section 9

11. The Participants intend to commence activities under this Memorandum of Understanding upon signature.

12. A Participant that desires to discontinue its activities under this Memorandum of Understanding should endeavor to provide six months notice in writing to the other Participant.

13. This Memorandum of Understanding may be modified in writing by the two Participants.

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JONES